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LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/08/2014	.	
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The Committee on Judiciary (Lee) recommended the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause
and insert:

Section 1. Subsection (2) of section 468.431, Florida
Statutes, is amended to read:

468.431 Definitions.—As used in this part:

(2) "Community association management" means any of the
following practices requiring substantial specialized knowledge,
judgment, and managerial skill when done for remuneration and
when the association or associations served contain more than 10



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12 units or have an annual budget or budgets in excess of \$100,000:
13 controlling or disbursing funds of a community association,
14 preparing budgets or other financial documents for a community
15 association, assisting in the noticing or conduct of community
16 association meetings, determining the number of days required
17 for statutory notices, determining amounts due to the
18 association, collecting amounts due to the association before
19 filing of a civil action, calculating the votes required for a
20 quorum or to approve a proposition or amendment, completing
21 forms related to the management of a community association that
22 have been created by statute or by a state agency, drafting
23 meeting notices and agendas, calculating and preparing
24 certificates of assessment and estoppel certificates, responding
25 to requests for certificates of assessment and estoppel
26 certificates, negotiating monetary or performance terms of a
27 contract subject to approval by an association, drafting
28 prearbitration demands, coordinating or performing maintenance
29 for real or personal property and other related routine services
30 involved in the operation of a community association, and
31 complying with the association's governing documents and the
32 requirements of law as necessary to perform such practices and
33 coordinating maintenance for the residential development and
34 other day-to-day services involved with the operation of a
35 community association. A person who performs clerical or
36 ministerial functions under the direct supervision and control
37 of a licensed manager or who is charged only with performing the
38 maintenance of a community association and who does not assist
39 in any of the management services described in this subsection
40 is not required to be licensed under this part.



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41 Section 2. Section 468.4334, Florida Statutes, is created
42 to read:

43 468.4334 Duty of care; liability; indemnification.—

44 (1) The duty of care owed by a community association
45 manager and a community association management firm to a
46 community association is that level of care that a reasonably
47 careful community association manager or firm would provide in
48 like circumstances.

49 (2) A contract between a managed community association and
50 a community association manager or a community association
51 management firm may provide that the community association
52 indemnifies and holds harmless the community association manager
53 or community association management firm for ordinary negligence
54 that results from the manager's or management firm's act or
55 omission that was the result of a lawful instruction of the
56 directors or an officer of the community association. The
57 provision for indemnification must be clear and conspicuous in
58 the agreement. However, such indemnification may not cover, and
59 the community association manager or a community association
60 management firm may be held liable for, any act or omission
61 that:

62 (a) Violates a criminal law as such is defined in s.
63 617.0834(1)(b)1.;

64 (b) Derives an improper personal benefit, either directly
65 or indirectly;

66 (c) Is grossly negligent; or

67 (d) Is reckless, is in bad faith, is with malicious
68 purpose, or is in a manner exhibiting wanton and willful
69 disregard of human rights, safety, or property.



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70 Section 3. Subsections (3), (5), and (6) of section
71 718.116, Florida Statutes, are amended to read:

72 718.116 Assessments; liability; lien and priority;
73 interest; collection.—

74 (3) Assessments and installments on assessments which are
75 not paid when due bear interest at the rate provided in the
76 declaration, from the due date until paid. The rate may not
77 exceed the rate allowed by law, and, if no rate is provided in
78 the declaration, interest accrues at the rate of 18 percent per
79 year. If provided by the declaration or bylaws, the association
80 may, in addition to such interest, charge an administrative late
81 fee of up to the greater of \$25 or 5 percent of each delinquent
82 installment for which the payment is late. The association may
83 also recover from the unit owner any reasonable charges imposed
84 upon the association under a written contract with its
85 management or bookkeeping company, or collection agent, incurred
86 in connection with collecting a delinquent assessment. Any
87 payment received by an association must be applied first to any
88 interest accrued by the association, then to any administrative
89 late fee, then to any costs and reasonable attorney ~~attorney's~~
90 fees incurred in collection, then to any reasonable costs for
91 collection services contracted by the association, and then to
92 the delinquent assessment. The foregoing is applicable
93 notwithstanding any restrictive endorsement, designation, or
94 instruction placed on or accompanying a payment. A late fee is
95 not subject to chapter 687 or s. 718.303(4).

96 (5) (a) The association has a lien on each condominium
97 parcel to secure the payment of assessments. Except as otherwise
98 provided in subsection (1) and as set forth below, the lien is



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99 effective from and shall relate back to the recording of the
100 original declaration of condominium, or, in the case of lien on
101 a parcel located in a phase condominium, the last to occur of
102 the recording of the original declaration or amendment thereto
103 creating the parcel. However, as to first mortgages of record,
104 the lien is effective from and after recording of a claim of
105 lien in the public records of the county in which the
106 condominium parcel is located. Nothing in this subsection shall
107 be construed to bestow upon any lien, mortgage, or certified
108 judgment of record on April 1, 1992, including the lien for
109 unpaid assessments created herein, a priority which, by law, the
110 lien, mortgage, or judgment did not have before that date.

111 (b) To be valid, a claim of lien must state the description
112 of the condominium parcel, the name of the record owner, the
113 name and address of the association, the amount due, and the due
114 dates. It must be executed and acknowledged by an officer or
115 authorized agent of the association. The lien is not effective 1
116 year after the claim of lien was recorded unless, within that
117 time, an action to enforce the lien is commenced. The 1-year
118 period is automatically extended for any length of time during
119 which the association is prevented from filing a foreclosure
120 action by an automatic stay resulting from a bankruptcy petition
121 filed by the parcel owner or any other person claiming an
122 interest in the parcel. The claim of lien secures all unpaid
123 assessments that are due and that may accrue after the claim of
124 lien is recorded and through the entry of a final judgment, as
125 well as interest, authorized administrative late fees, and all
126 reasonable costs and attorney ~~attorney's~~ fees incurred by the
127 association incident to the collection process, including but



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128 not limited to, any reasonable costs for collection services
129 contracted by the association. Upon payment in full, the person
130 making the payment is entitled to a satisfaction of the lien.

131 (c) By recording a notice in substantially the following
132 form, a unit owner or the unit owner's agent or attorney may
133 require the association to enforce a recorded claim of lien
134 against his or her condominium parcel:

135 NOTICE OF CONTEST OF LIEN

136 TO: ...(Name and address of association)... You are
137 notified that the undersigned contests the claim of lien filed
138 by you on, ...(year)..., and recorded in Official Records
139 Book at Page, of the public records of County,
140 Florida, and that the time within which you may file suit to
141 enforce your lien is limited to 90 days from the date of service
142 of this notice. Executed this day of, ...(year)....

143 Signed: ...(Owner or Attorney)...
144

145 After notice of contest of lien has been recorded, the clerk of
146 the circuit court shall mail a copy of the recorded notice to
147 the association by certified mail, return receipt requested, at
148 the address shown in the claim of lien or most recent amendment
149 to it and shall certify to the service on the face of the
150 notice. Service is complete upon mailing. After service, the
151 association has 90 days in which to file an action to enforce
152 the lien; and, if the action is not filed within the 90-day
153 period, the lien is void. However, the 90-day period shall be
154 extended for any length of time during which the association is
155 prevented from filing its action because of an automatic stay
156 resulting from the filing of a bankruptcy petition by the unit



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157 owner or by any other person claiming an interest in the parcel.

158 (d) A release of lien must be in substantially the
159 following form:

160

161 RELEASE OF LIEN

162

163 The undersigned lienor, in consideration of the final payment in
164 the amount of \$...., hereby waives and releases its lien and
165 right to claim a lien for unpaid assessments through,
166 ...(year)..., recorded in Official Records Book at Page
167, of the public records of County, Florida, for the
168 following described real property:

169

170 UNIT NO. OF (NAME OF CONDOMINIUM), A CONDOMINIUM
171 AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AND THE
172 EXHIBITS ANNEXED THERETO AND FORMING A PART THEREOF,
173 RECORDED IN OFFICIAL RECORDS BOOK, PAGE, OF
174 THE PUBLIC RECORDS OF COUNTY, FLORIDA. THE ABOVE
175 DESCRIPTION INCLUDES, BUT IS NOT LIMITED TO, ALL
176 APPURTENANCES TO THE CONDOMINIUM UNIT ABOVE DESCRIBED,
177 INCLUDING THE UNDIVIDED INTEREST IN THE COMMON
178 ELEMENTS OF SAID CONDOMINIUM.

179

180 ...(signature of witness)... ...(signature of authorized
181 agent)...

182 Print name: Print name:

183

184 ...(signature of witness)...

185 Print name:



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186
187 Sworn to (or affirmed) and subscribed before me this day of
188, ...(year)..., by ...(name of person making statement)....
189 ...(Signature of Notary Public)...
190 ...(Print, type, or stamp commissioned name of Notary Public)...
191 Personally Known.... OR Produced.... as identification.

192 (6) (a) The association may bring an action in its name to
193 foreclose a lien for assessments in the manner a mortgage of
194 real property is foreclosed and may also bring an action to
195 recover a money judgment for the unpaid assessments without
196 waiving any claim of lien. The association is entitled to
197 recover its reasonable attorney's fees incurred in either a lien
198 foreclosure action or an action to recover a money judgment for
199 unpaid assessments.

200 (b) No foreclosure judgment may be entered until at least
201 30 days after the association gives written notice to the unit
202 owner of its intention to foreclose its lien to collect the
203 unpaid assessments. The notice must be in substantially the
204 following form:

205
206 DELINQUENT ASSESSMENT

207
208 This letter is to inform you that a Claim of Lien has been filed
209 against your property because you have not paid the
210 assessment to Association. The Association intends to
211 foreclose the lien and collect the unpaid amount within 30 days
212 of this letter being provided to you.

213
214 You owe the interest accruing from (month/year) to the present.



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215 As of the date of this letter, the total amount due with
216 interest is \$..... All costs of any action and interest from
217 this day forward will also be charged to your account.

218
219 Any questions concerning this matter should be directed to
220 ...(insert name, addresses and telephone numbers of Association
221 representative)....

222
223 If this notice is not given at least 30 days before the
224 foreclosure action is filed, and if the unpaid assessments,
225 including those coming due after the claim of lien is recorded,
226 are paid before the entry of a final judgment of foreclosure,
227 the association shall not recover attorney's fees or costs. The
228 notice must be given by delivery of a copy of it to the unit
229 owner or by certified or registered mail, return receipt
230 requested, addressed to the unit owner at his or her last known
231 address; and, upon such mailing, the notice shall be deemed to
232 have been given, and the court shall proceed with the
233 foreclosure action and may award attorney's fees and costs as
234 permitted by law. The notice requirements of this subsection are
235 satisfied if the unit owner records a notice of contest of lien
236 as provided in subsection (5). The notice requirements of this
237 subsection do not apply if an action to foreclose a mortgage on
238 the condominium unit is pending before any court; if the rights
239 of the association would be affected by such foreclosure; and if
240 actual, constructive, or substitute service of process has been
241 made on the unit owner.

242 (c) If the unit owner remains in possession of the unit
243 after a foreclosure judgment has been entered, the court, in its



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244 discretion, may require the unit owner to pay a reasonable
245 rental for the unit. If the unit is rented or leased during the
246 pendency of the foreclosure action, the association is entitled
247 to the appointment of a receiver to collect the rent. The
248 expenses of the receiver shall be paid by the party which does
249 not prevail in the foreclosure action.

250 (d) The association has the power to purchase the
251 condominium parcel at the foreclosure sale and to hold, lease,
252 mortgage, or convey it.

253 Section 4. Subsection (4) of section 718.121, Florida
254 Statutes, is amended to read:

255 718.121 Liens.—

256 (4) Except as otherwise provided in this chapter, no lien
257 may be filed by the association against a condominium unit until
258 30 days after the date on which a notice of intent to file a
259 lien has been delivered to the owner by registered or certified
260 mail, return receipt requested, and by first-class United States
261 mail to the owner at his or her last address as reflected in the
262 records of the association, if the address is within the United
263 States, and delivered to the owner at the address of the unit if
264 the owner's address as reflected in the records of the
265 association is not the unit address. If the address reflected in
266 the records is outside the United States, sending the notice to
267 that address and to the unit address by first-class United
268 States mail is sufficient. Delivery of the notice shall be
269 deemed given upon mailing as required by this subsection. The
270 notice must be in substantially the following form:

271
272 NOTICE OF INTENT TO RECORD A CLAIM OF LIEN



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273
274 Re: Unit of (name of association)
275
276 The following amounts are currently due on your account to
277 Association, and must be paid within thirty (30) days after your
278 receipt of this letter. This letter shall serve as the
279 Association's notice of intent to record a Claim of Lien against
280 your property after thirty (30) days from your receipt of this
281 letter, unless you pay in full the amounts set forth below:

282

283	<u>Maintenance due ... (dates) ...</u>	<u>\$....</u>
284	<u>Late fee, if applicable</u>	<u>\$....</u>
285	<u>Interest through *</u>	<u>\$....</u>
286	<u>Certified mail charges</u>	<u>\$....</u>
287	<u>Other costs</u>	<u>\$....</u>
288		
289	<u>TOTAL OUTSTANDING</u>	<u>\$....</u>

290
291 *Interest accrues at the rate of \$.... per day.

292 Section 5. Subsections (3) and (4) of section 719.108,
293 Florida Statutes, are amended to read:

294 719.108 Rents and assessments; liability; lien and
295 priority; interest; collection; cooperative ownership.-

296 (3) Rents and assessments, and installments on them, not
297 paid when due bear interest at the rate provided in the
298 cooperative documents from the date due until paid. This rate
299 may not exceed the rate allowed by law and, if a rate is not
300 provided in the cooperative documents, accrues at 18 percent per
301 annum. If the cooperative documents or bylaws so provide, the



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302 association may charge an administrative late fee in addition to
303 such interest, not to exceed the greater of \$25 or 5 percent of
304 each installment of the assessment for each delinquent
305 installment that the payment is late. The association may also
306 recover from the unit owner any reasonable charges imposed upon
307 the association under a written contract with its management or
308 bookkeeping company, or collection agent, incurred in connection
309 with collecting a delinquent assessment. Any payment received by
310 an association must be applied first to any interest accrued by
311 the association, then to any administrative late fee, then to
312 any costs and reasonable attorney ~~attorney's~~ fees incurred in
313 collection, then to any reasonable costs for collection services
314 contracted for by the association, and then to the delinquent
315 assessment. The foregoing applies notwithstanding any
316 restrictive endorsement, designation, or instruction placed on
317 or accompanying a payment. A late fee is not subject to chapter
318 687 or s. 719.303(4).

319 (4) The association has a lien on each cooperative parcel
320 for any unpaid rents and assessments, plus interest, authorized
321 administrative late fees and any reasonable costs for collection
322 services contracted for by the association, and any authorized
323 administrative late fees. If authorized by the cooperative
324 documents, the lien also secures reasonable attorney ~~attorney's~~
325 fees incurred by the association and all reasonable collection
326 costs incident to the collection of the rents and assessments or
327 enforcement of such lien. The lien is effective from and after
328 recording a claim of lien in the public records in the county in
329 which the cooperative parcel is located which states the
330 description of the cooperative parcel, the name of the unit



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331 owner, the amount due, and the due dates. ~~The lien expires if a~~
332 ~~claim of lien is not filed within 1 year after the date the~~
333 ~~assessment was due, and the lien does not continue for longer~~
334 ~~than 1 year after the claim of lien has been recorded unless,~~
335 ~~within that time, an action to enforce the lien is commenced.~~
336 Except as otherwise provided in this chapter, a lien may not be
337 filed by the association against a cooperative parcel until 30
338 days after the date on which a notice of intent to file a lien
339 has been delivered to the owner.

340 (a) The notice must be sent to the unit owner at the
341 address of the unit by first-class United States mail and the
342 notice must be in substantially the following form:

343
344 NOTICE OF INTENT TO RECORD A CLAIM OF LIEN

345
346 Re: Unit of ...(name of cooperative)...

347
348 The following amounts are currently due on your account to
349 Association, and must be paid within thirty (30) days after your
350 receipt of this letter. This letter shall serve as the
351 Association's notice of intent to record a Claim of Lien against
352 your property after thirty (30) days from your receipt of this
353 letter, unless you pay in full the amounts set forth below:

354
355 Maintenance due ...(dates)... \$....
356 Late fee, if applicable \$....
357 Interest through * \$....
358 Certified mail charges \$....
359 Other costs \$....



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TOTAL OUTSTANDING \$....

*Interest accrues at the rate of \$.... per day.

1. If the most recent address of the unit owner on the records of the association is the address of the unit, the notice must be sent by ~~registered~~ or certified mail, return receipt requested, to the unit owner at the address of the unit.

2. If the most recent address of the unit owner on the records of the association is in the United States, but is not the address of the unit, the notice must be sent by ~~registered~~ ~~or~~ certified mail, return receipt requested, to the unit owner at his or her most recent address.

3. If the most recent address of the unit owner on the records of the association is not in the United States, the notice must be sent by first-class United States mail to the unit owner at his or her most recent address.

(b) A notice that is sent pursuant to this subsection is deemed delivered upon mailing. A claim of lien must be executed and acknowledged by an officer or authorized agent of the association. The lien is not effective 1 year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The 1-year period is automatically extended for any length of time during which the association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owner or any other person claiming an interest in the parcel. The claim of lien secures all unpaid rents and assessments that are due and that may accrue after the claim of lien is recorded and



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389 through the entry of a final judgment, as well as interest and
390 all reasonable costs and attorney's fees incurred by the
391 association incident to the collection process. Upon payment in
392 full, the person making the payment is entitled to a
393 satisfaction of the lien.

394 (c) By recording a notice in substantially the following
395 form, a unit owner or the unit owner's agent or attorney may
396 require the association to enforce a recorded claim of lien
397 against his or her cooperative parcel:

398
399 NOTICE OF CONTEST OF LIEN

400
401 TO: ...(Name and address of association)... You are
402 notified that the undersigned contests the claim of lien filed
403 by you on, ...(year)..., and recorded in Official Records
404 Book at Page, of the public records of County,
405 Florida, and that the time within which you may file suit to
406 enforce your lien is limited to 90 days from the date of service
407 of this notice. Executed this day of, ...(year)....
408 Signed: ...(Owner or Attorney)...

409
410 After notice of contest of lien has been recorded, the clerk of
411 the circuit court shall mail a copy of the recorded notice to
412 the association by certified mail, return receipt requested, at
413 the address shown in the claim of lien or most recent amendment
414 to it and shall certify to the service on the face of the
415 notice. Service is complete upon mailing. After service, the
416 association has 90 days in which to file an action to enforce
417 the lien; and, if the action is not filed within the 90-day



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418 period, the lien is void. However, the 90-day period shall be
419 extended for any length of time during which the association is
420 prevented from filing its action because of an automatic stay
421 resulting from the filing of a bankruptcy petition by the unit
422 owner or by any other person claiming an interest in the parcel.

423 (d) A release of lien must be in substantially the
424 following form:

425
426 RELEASE OF LIEN
427

428 The undersigned lienor, in consideration of the final payment in
429 the amount of \$...., hereby waives and releases its lien and
430 right to claim a lien for unpaid assessments through,
431 ...(year)..., recorded in Official Records Book at Page
432, of the public records of County, Florida, for the
433 following described real property:

434
435 THAT COOPERATIVE PARCEL WHICH INCLUDES UNIT NO.
436 OF (NAME OF COOPERATIVE), A COOPERATIVE AS SET FORTH
437 IN THE COOPERATIVE DOCUMENTS AND THE EXHIBITS ANNEXED
438 THERE TO AND FORMING A PART THEREOF, RECORDED IN
439 OFFICIAL RECORDS BOOK, PAGE, OF THE PUBLIC
440 RECORDS OF COUNTY, FLORIDA.

441
442 ...(signature of witness)... ...(signature of authorized
443 agent)...

444 Print name: Print name:

445
446 ...(signature of witness)...



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447 Print name:

448
449 Sworn to (or affirmed) and subscribed before me this day of
450, ...(year)..., by ...(name of person making statement)....
451 ...(Signature of Notary Public)...
452 ...(Print, type, or stamp commissioned name of Notary Public)...
453 Personally Known.... OR Produced.... as identification.

454 Section 6. Subsections (1), (3), (4), and (5) of section
455 720.3085, Florida Statutes, are amended to read:

456 720.3085 Payment for assessments; lien claims.—

457 (1) When authorized by the governing documents, the
458 association has a lien on each parcel to secure the payment of
459 assessments and other amounts provided for by this section.
460 Except as otherwise set forth in this section, the lien is
461 effective from and shall relate back to the date on which the
462 original declaration of the community was recorded. However, as
463 to first mortgages of record, the lien is effective from and
464 after recording of a claim of lien in the public records of the
465 county in which the parcel is located. This subsection does not
466 bestow upon any lien, mortgage, or certified judgment of record
467 on July 1, 2008, including the lien for unpaid assessments
468 created in this section, a priority that, by law, the lien,
469 mortgage, or judgment did not have before July 1, 2008.

470 (a) To be valid, a claim of lien must state the description
471 of the parcel, the name of the record owner, the name and
472 address of the association, the assessment amount due, and the
473 due date. The claim of lien secures all unpaid assessments that
474 are due and that may accrue subsequent to the recording of the
475 claim of lien and before entry of a certificate of title, as



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476 well as interest, late charges, and reasonable collection costs
477 and attorney ~~attorney's~~ fees incurred by the association
478 incident to the collection process. The person making payment is
479 entitled to a satisfaction of the lien upon payment in full.

480 (b) By recording a notice in substantially the following
481 form, a parcel owner or the parcel owner's agent or attorney may
482 require the association to enforce a recorded claim of lien
483 against his or her parcel:

484 NOTICE OF CONTEST OF LIEN

485 TO: ...(Name and address of association)...

486 You are notified that the undersigned contests the claim of lien
487 filed by you on, ...(year)...., and recorded in Official
488 Records Book at page, of the public records of
489 County, Florida, and that the time within which you may file
490 suit to enforce your lien is limited to 90 days following the
491 date of service of this notice. Executed this day of,
492 ...(year)....

493 Signed: ...(Owner or Attorney)...

494
495 After the notice of a contest of lien has been recorded, the
496 clerk of the circuit court shall mail a copy of the recorded
497 notice to the association by certified mail, return receipt
498 requested, at the address shown in the claim of lien or the most
499 recent amendment to it and shall certify to the service on the
500 face of the notice. Service is complete upon mailing. After
501 service, the association has 90 days in which to file an action
502 to enforce the lien and, if the action is not filed within the
503 90-day period, the lien is void. However, the 90-day period
504 shall be extended for any length of time that the association is



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505 prevented from filing its action because of an automatic stay
506 resulting from the filing of a bankruptcy petition by the parcel
507 owner or by any other person claiming an interest in the parcel.

508 (c) The association may bring an action in its name to
509 foreclose a lien for assessments in the same manner in which a
510 mortgage of real property is foreclosed and may also bring an
511 action to recover a money judgment for the unpaid assessments
512 without waiving any claim of lien. The association is entitled
513 to recover its reasonable attorney's fees incurred in an action
514 to foreclose a lien or an action to recover a money judgment for
515 unpaid assessments.

516 (d) A release of lien must be in substantially the
517 following form:

518
519 RELEASE OF LIEN

520
521 The undersigned lienor, in consideration of the final payment in
522 the amount of \$...., hereby waives and releases its lien and
523 right to claim a lien for unpaid assessments through,
524 ...(year)..., recorded in Official Records Book at Page
525, of the public records of County, Florida, for the
526 following described real property:

527
528 ...(PARCEL NO. OR LOT AND BLOCK)... OF
529 SUBDIVISION AS SHOWN IN THE PLAT THEREOF, RECORDED AT
530 PLAT BOOK, PAGE, OF THE OFFICIAL RECORDS OF
531 COUNTY, FLORIDA.

532
533 ...(or insert appropriate metes and bounds description



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534 here)...
535
536 ...(signature of witness)... ...(signature of authorized
537 agent)...
538
539 ...(signature of witness)...
540
541 Sworn to (or affirmed) and subscribed before me this day of
542, ...(year)...., by ...(name of person making statement)....
543 ...(Signature of Notary Public)...
544 ...(Print, type, or stamp commissioned name of Notary Public)...
545 Personally Known.... OR Produced.... as identification.
546
547 (e)-(d) If the parcel owner remains in possession of the
548 parcel after a foreclosure judgment has been entered, the court
549 may require the parcel owner to pay a reasonable rent for the
550 parcel. If the parcel is rented or leased during the pendency of
551 the foreclosure action, the association is entitled to the
552 appointment of a receiver to collect the rent. The expenses of
553 the receiver must be paid by the party who does not prevail in
554 the foreclosure action.
555 (f)-(e) The association may purchase the parcel at the
556 foreclosure sale and hold, lease, mortgage, or convey the
557 parcel.
558 (3) Assessments and installments on assessments that are
559 not paid when due bear interest from the due date until paid at
560 the rate provided in the declaration of covenants or the bylaws
561 of the association, which rate may not exceed the rate allowed
562 by law. If no rate is provided in the declaration or bylaws,



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563 interest accrues at the rate of 18 percent per year.

564 (a) If the declaration or bylaws so provide, the
565 association may also charge an administrative late fee not to
566 exceed the greater of \$25 or 5 percent of the amount of each
567 installment that is paid past the due date. The association may
568 also recover from the parcel owner any reasonable charges
569 imposed upon the association under a written contract with its
570 management or bookkeeping company, or collection agent, incurred
571 in connection with collecting a delinquent assessment.

572 (b) Any payment received by an association and accepted
573 shall be applied first to any interest accrued, then to any
574 administrative late fee, then to any costs and reasonable
575 attorney ~~attorney's~~ fees incurred in collection, then to any
576 reasonable costs for collection services contracted for by the
577 association, and then to the delinquent assessment. This
578 paragraph applies notwithstanding any restrictive endorsement,
579 designation, or instruction placed on or accompanying a payment.
580 A late fee is not subject to the provisions of chapter 687 and
581 is not a fine.

582 (4) A homeowners' association may not file a record of lien
583 against a parcel for unpaid assessments unless a written notice
584 or demand for past due assessments as well as any other amounts
585 owed to the association pursuant to its governing documents has
586 been made by the association. The written notice or demand must:

587 (a) Provide the owner with 45 days following the date the
588 notice is deposited in the mail to make payment for all amounts
589 due, including, but not limited to, any attorney's fees and
590 actual costs associated with the preparation and delivery of the
591 written demand. The notice must be in substantially the



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592 following form:

593

594 NOTICE OF INTENT TO RECORD A CLAIM OF LIEN

595

596 Re: Parcel or (lot/block) of ...(name of association)...

597

598 The following amounts are currently due on your account to
599 Association, and must be paid within forty-five (45) days after
600 your receipt of this letter. This letter shall serve as the
601 Association's notice of intent to record a Claim of Lien against
602 your property after forty-five (45) days from your receipt of
603 this letter, unless you pay in full the amounts set forth below:

604

605 Maintenance due ...(dates)... \$....

606 Late fee, if applicable \$....

607 Interest through * \$....

608 Certified mail charges \$....

609 Other costs \$....

610

611 TOTAL OUTSTANDING \$....

612

613 *Interest accrues at the rate of \$.... per day.

614 (b) Be sent by registered or certified mail, return receipt
615 requested, and by first-class United States mail to the parcel
616 owner at his or her last address as reflected in the records of
617 the association, if the address is within the United States, and
618 to the parcel owner subject to the demand at the address of the
619 parcel if the owner's address as reflected in the records of the
620 association is not the parcel address. If the address reflected



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621 in the records is outside the United States, then sending the
622 notice to that address and to the parcel address by first-class
623 United States mail is sufficient.

624 (5) The association may bring an action in its name to
625 foreclose a lien for unpaid assessments secured by a lien in the
626 same manner that a mortgage of real property is foreclosed and
627 may also bring an action to recover a money judgment for the
628 unpaid assessments without waiving any claim of lien. The action
629 to foreclose the lien may not be brought until 45 days after the
630 parcel owner has been provided notice of the association's
631 intent to foreclose and collect the unpaid amount. The notice
632 must be given in the manner provided in paragraph (4) (b), and
633 the notice may not be provided until the passage of the 45 days
634 required in paragraph (4) (a). The notice must be in
635 substantially the following form:

636
637 DELINQUENT ASSESSMENT

638
639 This letter is to inform you a Claim of Lien has been filed
640 against your property because you have not paid the
641 assessment to Association. The Association intends to
642 foreclose the lien and collect the unpaid amount within 45 days
643 of this letter being provided to you.

644
645 You owe the interest accruing from (month/year) to the present.
646 As of the date of this letter, the total amount due with
647 interest is \$..... All costs of any action and interest from
648 this day forward will also be charged to your account.
649



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650 Any questions concerning this matter should be directed to
651 ...(insert name, addresses and telephone numbers of Association
652 representative)....

653 (a) The association may recover any interest, late charges,
654 costs, and reasonable attorney's fees incurred in a lien
655 foreclosure action or in an action to recover a money judgment
656 for the unpaid assessments.

657 (b) The time limitations in this subsection do not apply if
658 the parcel is subject to a foreclosure action or forced sale of
659 another party, or if an owner of the parcel is a debtor in a
660 bankruptcy proceeding.

661 Section 7. This act shall take effect July 1, 2014.

662
663 ===== T I T L E A M E N D M E N T =====

664 And the title is amended as follows:

665 Delete everything before the enacting clause
666 and insert:

667 A bill to be entitled
668 An act relating to residential communities; amending
669 s. 468.431, F.S.; revising the term "community
670 association management"; creating s. 468.4334, F.S.;
671 providing that a community association manager is
672 liable to the same extent as an officer or director;
673 amending s. 718.116, F.S.; allowing for reasonable
674 charges to be imposed for collection of a delinquent
675 assessment; requiring a release of lien to be in a
676 specific form; requiring a preforeclosure notice to be
677 in a specific form; amending s. 718.121, F.S.;
678 requiring a prelien notice to be in a specific form;



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679 amending s. 719.108, F.S.; allowing for reasonable
680 charges to be imposed for collection of a delinquent
681 assessment; deleting a provision providing for the
682 expiration of certain liens; revising notice
683 requirements; requiring a prelien notice to be in a
684 specific form; providing for the content of a
685 recording notice; requiring a release of lien to be in
686 a specific form; amending s. 720.3085, F.S.; requiring
687 a release of lien to be in a specific form; allowing
688 for reasonable charges to be imposed for collection of
689 a delinquent assessment; requiring a prelien notice to
690 be in a specific form; requiring a preforeclosure
691 notice to be in a specific form; providing an
692 effective date.